

5892-0  
RECORDATION NO. 5892-0  
AUG 2 - 1983 - 12 25 PM  
INTERSTATE COMMERCE COMMISSION

# SEABOARD SYSTEM RAILROAD

500 Water Street · Jacksonville, Florida 32202 · (904) 359-3100

July 28, 1983

Law Department  
Writer's direct telephone line:

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Madam Secretary:

I have enclosed four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

This document is a Supplemental Agreement, a secondary document, dated as of April 15, 1983.

The primary document to which this Supplement is connected is recorded under Recordation No. 5892.

The names and addresses of the parties to the document are as follows:

Mercantile-Safe Deposit and Trust  
Company, as Trustee, Two Hopkins Plaza  
Baltimore, Maryland 21203.

Seaboard System Railroad, Inc.  
500 Water Street  
Jacksonville, Florida 32202

A description of the equipment covered by the document is as follows:

## Equipment Released

Two (2) 70-ton open top hopper cars bearing road numbers L&N 73669 and 150540,

Eleven (11) 70-ton gondola cars bearing road numbers L&N 170259, 170274, 170279, 170285, 170286, 170300, 170309, 170348, 170365, 170383 and 170392,

Four (4) 80-ton open top hopper cars bearing road numbers L&N 183994, 184331, 184464 and 184495, and

One (1) 100-ton open top hopper car bearing road number L&N 190200.

Equipment Subjected or Added to Primary Document

Fifteen (15) 70-ton bulkhead flat cars bearing road numbers L&N 22719, 22721-22727, 22729-22733, 22735 and 22736, inclusive.

A fee of \$10.00 is enclosed.

Please return the counterparts not needed by the Commission for recordation to:

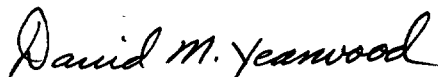
Mr. David M. Yearwood  
General Attorney  
Seaboard System Railroad  
500 Water Street  
Jacksonville, Florida 32202

A short summary of the document to appear in the index follows:

Release cars numbered L&N 73669, 150540, 170259, 170274, 170279, 170285, 170286, 170300, 170309, 170348, 170365, 170383, 170392, 183994, 184331, 184464, 184495 and 190200.

Add cars numbered 22719, 22721-22727, 22729-22733, 22735 and 22736.

Very truly yours,

  
David M. Yearwood  
General Attorney

RECORDATION NO. 5892-0  
FILE 1425

AUG 2 - 1983 - 12 35 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT, dated as of April 15, 1983, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a Maryland corporation, as Trustee (the "Trustee") under Louisville and Nashville Railroad Equipment Trust, Series 5, dated as of December 15, 1970, as supplemented, and SEABOARD SYSTEM RAILROAD, INC. (successor by merger to Louisville and Nashville Railroad Company), a Virginia corporation (the "Railroad").

WITNESSETH:

WHEREAS, under an Equipment Trust Agreement, dated as of December 15, 1970, as supplemented (the "Equipment Trust Agreement"), by and between the Trustee and the Railroad, there is leased to the Railroad the Trust Equipment described therein;

WHEREAS, the Equipment Trust Agreement was, in accordance with the provisions thereof, filed and recorded with the Interstate Commerce Commission on December 15, 1970 and assigned Recordation No. 5892;

WHEREAS, Section 4.7 of the Equipment Trust Agreement requires the Railroad at the close of each calendar year to (1) deposit with the Trustee an amount in cash equal to the Fair Value of the Trust Equipment which shall be worn out, lost or destroyed or become unsuitable for use or no longer be needed, or (2) with the prior consent of the Trustee, cause to be sold, assigned, transferred and set over unto the Trustee, other equipment having a Fair Value equal to or in excess of the Fair Value of such Trust Equipment;

WHEREAS, the aggregate Fair Value of the Trust Equipment which has become worn out, lost, destroyed, or determined to be unsuitable for use or no longer needed during calendar years 1981 and 1982 is \$84,791;

WHEREAS, the Railroad proposes, and the Trustee is willing to consent thereto, to sell, assign, transfer and set over unto the Trustee, pursuant to Section 4.7 of the Equipment Trust Agreement, other equipment having a Fair Value as of the date hereof in excess of the Fair Value of the Trust Equipment which has become worn out, lost, destroyed, or determined to be unsuitable for use or no longer needed during calendar years 1981 and 1982.

NOW, THEREFORE, in consideration of the premises, the Railroad hereby agrees, pursuant to Section 4.7 of the Equipment Trust Agreement, to sell, assign, transfer and set over unto the Trustee the following equipment:

Fifteen (15) 70-ton bulkhead flat cars bearing  
road numbers L&N 22719, 22721-22727, 22729-22733,  
22735 and 22736, inclusive,

having an aggregate Fair Value as of the date hereof of \$85,597.

The Equipment Trust Agreement is hereby amended to subject such equipment to the terms of the Equipment Trust Agreement.

The following Trust Equipment, which has become worn out, lost, destroyed, or determined to be unsuitable for use or no longer needed during calendar years 1981 and 1982, is hereby released from the Equipment Trust Agreement:

Two (2) 70-ton open top hopper cars bearing road numbers L&N 73669 and 150540,

Eleven (11) 70-ton gondola cars bearing road numbers L&N 170259, 170274, 170279, 170285, 170286, 170300, 170309, 170348, 170365, 170383 and 170392,

Four (4) 80-ton open top hopper cars bearing road numbers L&N 183994, 184331, 184464 and 184495, and

One (1) 100-ton open top hoppr car bearing road number L&N 190200.

The Railroad will cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish to the Trustee evidence of such filing and recording.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms of the Equipment Trust Agreement, and the Railroad, pursuant to due corporate authority, have caused this Supplemental Agreement to be signed in their respective corporate names by their respective duly authorized officers and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

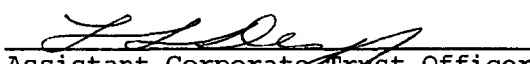
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
Trustee

(Corporate Seal)

By

  
Assistant Vice President


ATTEST:

  
Assistant Corporate Trust Officer

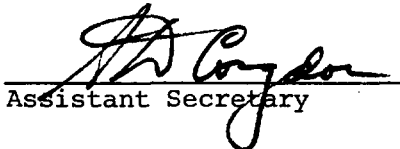
SEABOARD SYSTEM RAILROAD, INC.

(Corporate Seal)

By

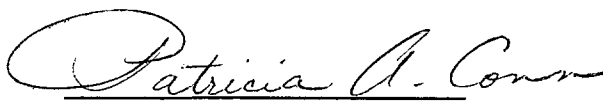
  
Director of Finance

ATTEST:

  
Assistant Secretary

STATE OF MARYLAND )  
 ) SS:  
CITY OF BALTIMORE )

On this 27<sup>th</sup> day of June, 1983, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission expires 7-1-86.

(NOTARIAL SEAL)

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 20<sup>th</sup> day of June, 1983, before me personally appeared David D. Owen, to me personally known, who being by me duly sworn, says that he is Director of Finance of Seaboard System Railroad, Inc., that one of the seals affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

Notary Public, State of Florida

My Commission Expires March 16, 1986

Bonded thru Troy Fain Insurance, Inc.

My Commission expires \_\_\_\_\_.

(NOTARIAL SEAL)